in the principal case goes so far as to say that the "secondary boycott" even where there are actual threats and a resulting injury is not illegal. See note upon this question, in 16 L. R. A. (n. s.) 85 to the case of *Hey* v. *Wilson,* 232 Ill. 389, 83 N. E. 928; also discussion in 7 MICH L. REV. 499.

INSURANCE—BUSINESS OF FIRE INSURANCE IS ONE AFFECTED WITH A PUBLIC INTEREST.—In a proceeding by the attorney general of New Jersey to have a combination of eight domestic and one hundred and thirteen foreign fire insurance companies, which fixed the premium rates to be charged by the constituent companies, etc., declared ultra vires, and praying for an injunction, *Held,* that the business of fire insurance as it is carried on in New Jersey, by corporations regulated by the state is so affected with a public interest that such corporations may be enjoined at the suit of the attorney general from carrying out such contracts as tend to injure such public interest. *McCarter, Atty. Gen.* v. *Firemen's Ins. Co. et al.,* (1909), — N. J. L. —, 73 Atl. 80.

The conclusion reached by the court well illustrates the attempt to adapt the common law to new conditions as they arise, and would seem to be the logical result of the reasoning in *Munn* v. *Illinois,* 94 U. S. 113. The property of the defendants was certainly "used in a manner to make it of public consequence and affect the community at large." By this decision corporations engaged in fire insurance are subjected to judicial control to a greater extent, in addition to the already existing control by the legislature. The principal case is also authority for the proposition that the elements commonly found where a business is affected with a public interest, such as the right of eminent domain, the duty to serve all alike, etc., are not essential but are generally the results of such interest. Most of these elements would have no place in a business such as fire insurance. It would also seem from this case that a business may be affected with a public interest without being a *public service* corporation in the strict sense; and see article by A. A. Bruce, *The Anthracite Coal Industry and the Business Affected with a Public Interest,* 7 MICH LAW REVIEW 627. An apparent contradiction of the doctrine of the principal case is found in *Queen Ins. Co. et al.* v. *Texas,* 86 Tex. 250. But this appears to be the result of a difference of opinion as to whether fire insurance is a business of great public utility, and there seems to be more reason for holding that it is than the contrary. That the business is carried on in New Jersey by corporations controlled and regulated by the state is a very important factor in the doctrine of the principal case also, and consequently it would not necessarily lead to the conclusion that "agreements among professional men," etc., would be void for like reason. The principle is a salutary one, and would probably work great good if extended to other kinds of business of like nature.

LIBEL AND SLANDER—LETTER TO BANK INSTRUCTING IT AS TO COLLECTION OF DEBT—NOT A PRIVILEGED COMMUNICATION.—Plaintiff's debt to defendant being overdue and unpaid, the defendant sent the plaintiff a letter containing a statement of his indebtedness. This letter remaining unanswered an unreasonable length of time, the defendant drew a draft on the plaintiff and